

**FULL AND FINAL GENERAL RELEASE OF ALL CLAIMS**

This Full and Final General Release of All Claims shall be referred to as the "Release."

In consideration of the total sum of Fifty Thousand Dollars (\$50,000.00), the payment and receipt and sufficiency of which is hereby acknowledged, **REBECCA MONTOYA** ("Releasor") does hereby forever release, acquit and discharge the **NEW MEXICO STATE POLICE** ("Releasee"), of and from any and all claims or causes of action, of whatever kind, nature, or character, which Releasor has brought or might or could have brought, involving any type of damages, losses, or injuries to person and/or property, whether known or unknown, whether developed or undeveloped, which in any way arise out of, or in any way result from, or are in any way incident or attributable or related to, any of the matters, facts, incidents, or circumstances complained of or discussed in the case known in the United States District Court for the District of New Mexico, which action is entitled *Rebecca Montoya v. Tom Lucero, individually and in his official capacity as an officer of the New Mexico State Police and the New Mexico State Police, No. 1:12-cv-00796 MCA-ACT*.

Moreover, regarding the matters, facts, incidents, or circumstances complained of or discussed in the case referenced above, Releasor hereby additionally forever releases, acquits, and discharges, in the same manner referenced above, any and all of Releasees' agents, attorneys, servants, employees, co-workers, employers, supervisors, successors, assigns, insurers, and state governmental entities, including Tom Lucero, individually and in his official capacity as a New Mexico State Police Officer.

Releasor hereby acknowledges full settlement and satisfaction of any and all claims of whatever kind or character which she has or may have against Releasee by reason of the above-mentioned damages, losses, or injuries. Releasor further understands that by agreeing to this compromise and settlement, Releasee does not admit any liability of any kind, that liability has at all times been denied, that the settlement evidenced by this Release is a compromise to avoid further costs and expenses of litigation on both sides, and that the decision to enter into this settlement has been made solely by the Risk Management Division of the State of New Mexico in an effort to terminate all controversy and/or claims against the New Mexico State Police of whatever kind or character, known or unknown, including further developments thereof in any way growing out of or connected with or related to the matters, facts, incidents, or circumstances described herein; and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, on the part of the New Mexico State Police.

That this Release covers and includes all claims several or otherwise, past, present or future, which can or may ever be asserted by any person or persons, heirs, family members or otherwise, as the result of injuries and/or damages arising from the incident occurring on or about September 29, 2010 as aforesaid or the effects or consequences thereof.

Releasor further understands that no representation of fact or opinion has been made by the New Mexico State Police, or by any person or persons representing, speaking for, or acting on behalf of the New Mexico State Police, to induce this settlement, and that the New Mexico State Police have made no agreement of any kind, or promised to do or omit to do any act or thing not set forth herein.

Releasor expressly declares and represents that, notwithstanding the damages, losses, or injuries claimed or known at this time, or which may be subsequently discovered, or any changes in the law or interpretations of the law which may subsequently occur, compensation for all unknown damages, losses, or injuries sustained by Releasor as a result of the aforesaid matters, facts, incidents, or circumstances are included in the compensation referenced in this Release, and that no further claims whatsoever can or will be made by Releasor.

Releasor does hereby declare and represent that in making this Release, it is understood and agreed that she has relied wholly upon her own judgment, belief, and knowledge of the nature, extent, and duration of the damages, losses, and injuries suffered or claimed to be suffered by her, as well as the liability questions and issues involved. Further, Releasor declares and represents that she has not been influenced to any extent whatsoever in making this Release by any representations or statements by anyone regarding any of the claims for damage, loss, and injury, or by any person or persons representing, speaking for, or acting on behalf of the New Mexico State Police.

Releasor further understands and agrees that the claims herein released specifically include, but are not limited to, all claims asserted or which might or could have been asserted by Releasor in the above-referenced case. In consideration of the payment of the sum recited herein, it is further agreed that Releasor will immediately cause said actions and all claims therein asserted by her to be dismissed with prejudice as to the New Mexico State Police, including any and all claims for costs and attorney fees.

In making this agreement, Releasor has not relied on statements or representations regarding her rights, claims for damages, facts surrounding the incident and nature and extent of her injuries by the Releasee, its agents and representatives. On the contrary, Releasor has considered all these matters and has relied on her judgment and that of her attorney.

Releasor further understands and agrees that the alleged damages, losses, and injuries sustained by her may be permanent and progressive, and that recovery therefrom is or may be uncertain and indefinite, and that the sum payable to her for which she is giving this Release is on account of or arises out of or is related to the damages she claims to have suffered as a result of the incident giving rise to the claims herein released. In making this Release, it is understood and agreed that Releasor has relied wholly upon her own judgment, belief, and knowledge of the nature, extent, and duration of the damages, losses, and injuries and that no representations or statements regarding the

damages, losses, and injuries, or regarding any other matters, have been made by the New Mexico State Police, or by any person or persons representing, speaking for, or acting on behalf of the New Mexico State Police, and that Releasor has not been influenced by the New Mexico State Police to any extent whatsoever in making this Release.

Releasor further agrees to defend and indemnify and hold the New Mexico State Police harmless from any and all claims, causes of action, known or unknown, which could be asserted against them by or through Releasor, including any action based upon liens or subrogation, as a result of the matters, facts, incidents, or circumstances giving rise to the above-referenced case.

Releasor further agrees that the terms of this settlement agreement will be confidential in accordance with §15-7-9 NMSA.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

The parties agree that they are responsible for their own attorney's fees and costs.

RELEASOR UNDERSTANDS THAT THIS IS ALL THE MONEY SHE, HER HEIRS AND ASSIGNS WILL RECEIVE FROM THE RELEASEE AS A RESULT OF THIS INCIDENT.

This Release and Settlement Agreement contains the entire agreement between me and the Releasee and its agents and representatives, and it is agreed that the terms of this Release are contractual and not a mere recital.

Releasor has read the foregoing Full and Final Release of All Claims and fully understands it.

  
REBECCA MONTAYA

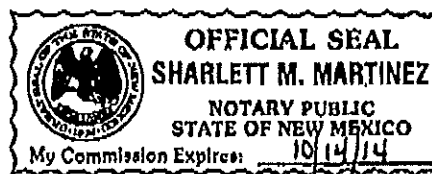
STATE OF New Mexico )  
 ) ss.  
COUNTY OF San Miguel )

The foregoing Full and Final Release of All Claims was subscribed, sworn to, and acknowledged before me this 7<sup>th</sup> day of February, 2013, by REBECCA MONTOYA.

Sharlett M. Martinez  
Notary Public

My Commission Expires:

10/14/14



REVIEWED AND APPROVED:

CLARK & JONES LLC

Thomas M. Clark  
1322 Paseo de Peralta  
Santa Fe, NM 87501  
(505) 820-1825  
[tmattclark@earthlink.net](mailto:tmattclark@earthlink.net)  
*Attorneys for Plaintiff*